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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **ARB.P. 1236/2025**

TATA CAPITAL HOUSING FINANCE LIMITED

.....Petitioner

Through: Mr. Arman Sharma and Mr.
Mohd. Arhan, Advocates.

versus

MR. PRAVEEN JINDAL & ORS.

.....Respondents

Through: Mr. E. Krishnadass and Mr.
Harsh Basoya, Advocates for
R-3.

CORAM:

HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

JUDGMENT(ORAL)

% **24.07.2026**

1. The present petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996¹, seeking appointment of a sole Arbitrator to adjudicate the disputes arising out of the Loan Agreement dated 29.07.2017 executed between the parties herein.

2. The Petitioner is engaged in the business of providing housing finance. The Respondent Nos.1 and 2 approached the Petitioner for the grant of a home loan facility to finance the purchase of Flat No. 904, 9th Floor, Tower A, Vardhman Springdales Project, Gurugram, Haryana, which was supposed to be developed by Respondent No.3.

3. Upon the documents being furnished by the Respondents, the Petitioner sanctioned the home loan in favour of Respondent Nos.1

¹ "Act" hereinafter



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and 2 *vide* sanction letter dated 29.07.2017. Pursuant thereto, the parties executed the Home Loan Agreement in July, 2017, and the loan amount was disbursed in accordance with the instructions of Respondent Nos. 1 and 2. The loan was also secured by creation of security of the aforesaid property.

4. It is the Petitioner's case that, in addition to the Home Loan Agreement, Tripartite Agreement was executed between the Petitioner, and Respondent Nos.1, 2 and 3.

5. According to the Petitioner, Respondent Nos.1 and 2 committed defaults in repayment of the monthly instalments.

6. Owing to continued defaults, the loan account was classified as Non-Performing Asset and the Petitioner issued a Loan Recall Notice dated 03.12.2021. As on 19.06.2024, a sum of Rs.51,95,678/- is stated to be outstanding and payable by the Respondents.

7. The Home Loan Agreement as well as the Tripartite Agreement contain respective arbitration clauses providing the resolution of the disputes through arbitration. Invoking the aforesaid clauses, the Petitioner issued a notice dated 22.06.2024 in terms of Section 21 of the Act.

8. As the parties failed to appoint an arbitrator by a mutual consent, the present petition is filed.

9. Insofar as Respondent Nos.1 and 2 are concerned, despite substituted service having been affected, none has entered appearance



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on their behalf. Respondent No.3, however, has entered appearance and gave its consent to the appointment of an Arbitrator.

10. It is well settled that while exercising jurisdiction under Section 11 of the Act, the scope of enquiry is confined to examining the *prima facie* existence of an arbitration agreement².

11. In the present case, there is no dispute as to the existence of a valid arbitration agreement between the parties. Respondent No. 3 has no objection to the constitution of the Arbitral Tribunal. Respondent Nos. 1 and 2, despite due service, have chosen not to appear. In these circumstances, this Court finds no impediment in going ahead with the appointment of an Arbitrator.

12. The claimed amount is stated to be Rs.51,95,678/-.

13. Further, the parties are *ad idem* with respect to the reference of the disputes to arbitration. In the aforesaid circumstances, this Court finds no impediment in appointing a Sole Arbitrator.

14. Accordingly, **Ms. Nidhi, Advocate (Mob. No. 9953899908)** is appointed as a learned Sole Arbitrator to adjudicate the disputes arisen between the parties. The learned Sole Arbitrator shall enter upon the reference within two weeks from today.

15. The learned Sole Arbitrator will proceed with the arbitration

² **SBI General Insurance Co. Ltd. v. Krish Spinning** 2024 SCC OnLine SC 1754



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proceedings, subject to furnishing requisite disclosures as required under Section 12(2) of the Act within two weeks of entering reference.

16. The arbitration shall be carried under the rules and aegis of Delhi International Arbitration Centre (“DIAC”). The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

17. It shall be open to the parties to raise all pleas, including objection as to arbitrability, jurisdiction and limitation, before the learned Sole Arbitrator, who shall decide the same in accordance with law.

18. It is clarified that the observations made herein are only for the purpose of deciding the present petition under Section 11 of the Act. The learned Sole Arbitrator shall adjudicate the disputes independently and on their own merits, uninfluenced by any observations contained in the present order.

19. The Registry is directed to send a copy of this order to Ms. Nidhi, learned Arbitrator through all permissible modes including email.

20. Accordingly, the present petition is disposed of in the above terms.

OM PRAKASH SHUKLA, J

JULY 24, 2026/pa